



General Assembly

February Session, 2002

Raised Bill No. 5575

LCO No. 1853

Referred to Committee on Labor and Public Employees

Introduced by:
(LAB)

AN ACT PROTECTING DISPLACED WORKERS.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Section 1. (NEW) (*Effective October 1, 2002*) (a) As used in this
2 section:

3 (1) "Awarding authority" means any person, including a contractor
4 or subcontractor, who awards or otherwise enters into a contract to
5 perform any of the following services at Bradley International Airport:
6 Security, janitorial, building maintenance, food and beverage, hotel
7 service, hotel physical plant engineering and physical plant
8 engineering.

9 (2) "Contractor" means any person who enters into a service contract
10 with the awarding authority and any subcontractors to such service
11 contract at any tier who employs ten or more persons.

12 (3) "Employee" means any person engaged to perform services
13 pursuant to a service contract, but does not include a person who is (A)
14 a managerial, supervisory or confidential employee, including any
15 person who would be so defined under the federal Fair Labor

16 Standards Act, or (B) employed for less than fifteen hours per week.

17 (4) "Person" means any individual, proprietorship, partnership, joint
18 venture, corporation, limited liability company, trust association or
19 other entity that may employ or enter into other contracts.

20 (5) "Service contract" means a contract let to a contractor by the
21 awarding authority for the performance of any of the services listed in
22 subdivision (1) of this subsection.

23 (6) "Successor service contract" means a service contract with the
24 awarding authority under which substantially the same services to be
25 performed have previously been rendered to the awarding authority
26 as part of the same program or at the same facility under another
27 service contract or have previously been rendered by the awarding
28 authority's own employees.

29 (7) "Terminated contractor" means a contractor whose service
30 contract expires without renewal or whose contract is terminated, and
31 includes the awarding authority itself when work previously rendered
32 by the awarding authority's own employees is the subject of a
33 successor service contract.

34 (b) Each contractor and awarding authority that enters into a service
35 contract to be performed at Bradley International Airport shall be
36 subject to the following obligations:

37 (1) The awarding authority shall give advance notice to a contractor
38 and the exclusive bargaining representative of any of the contractor's
39 employees, of the termination of such service contract and shall
40 provide the contractor and the exclusive bargaining representative
41 with the name, telephone number and address of the successor
42 contractor or contractors, if known. The terminated contractor shall,
43 not later than three days after receipt of such notice, provide the
44 successor contractor with the name, date of hire and employment
45 occupation classification of each person employed by the terminated

46 contractor at the site or sites covered by the service contract as of the
47 date the terminated contractor receives the notice of termination.

48 (2) On the date the service contract terminates, the terminated
49 contractor shall provide the successor contractor with updated
50 information concerning the name, date of hire and employment
51 occupation classification of each person employed by the terminated
52 contractor at the site or sites covered by the service contract, to ensure
53 that such information is current up to the actual date of service
54 contract termination.

55 (3) If the awarding authority fails to notify the terminated contractor
56 of the identity of the successor contractor, as required by subdivision
57 (1) of this subsection, the terminated contractor shall provide the
58 information described in subdivision (2) of this subsection to the
59 awarding authority not later than three days after receiving notice that
60 the service contract will be terminated. The awarding authority shall
61 be responsible for providing such information to the successor
62 contractor as soon as the successor contractor has been selected.

63 (4) (A) A successor contractor shall retain, for at least one year from
64 the date of first performance of services under the successor service
65 contract, all of the employees who were employed by the terminated
66 contractor at the site or sites covered by the service contract during the
67 eight-month period immediately preceding the termination date of
68 such service contract.

69 (B) If the successor service contract is terminated prior to the
70 expiration of such one-year period, then any contractor awarded a
71 subsequent successor service contract shall be bound by the
72 requirements set forth in this subsection to retain, for a new one-year
73 period commencing with the onset of the subsequent successor service
74 contract, all of the employees who were previously employed by any
75 one or more of the terminated contractors at the site or sites covered by
76 the service contract during the eight-month period immediately
77 preceding the date of the most recently terminated service contract.

78 (C) At least five days prior to the termination of a service contract,
79 or at least fifteen days prior to the commencement of the first
80 performance of service under a successor service contract, whichever is
81 later, the successor contractor shall hand-deliver a written offer of
82 employment in substantially the form set forth below to each such
83 employee in such employee's native language or any other language in
84 which such employee is fluent:

85 IMPORTANT INFORMATION REGARDING YOUR
86 EMPLOYMENT

87 To: (Name of employee)

88 We have received information that you are employed by (name of
89 predecessor contractor) and are currently performing work at
90 (address of worksite). (Name of predecessor contractor's) contract
91 to perform (describe services under contract) at (address of
92 worksite) will terminate as of (last day of predecessor contract) and
93 it will no longer be providing those services as of that date.

94 We are (name of successor contractor) and have been hired to
95 provide services similar to those of (name of predecessor
96 contractor) at (address of worksite). We are offering you a job with
97 us for a ninety-day probationary period starting (first day of
98 successor contract) to perform the same type of work that you have
99 already been doing for (name of predecessor contractor) under the
100 following terms:

101 Payrate (per hour): \$....

102 Hours per shift:

103 Total hours per week:

104 Benefits:

105 You must respond to this offer within the next ten days. If you want to

106 continue working at (address of worksite) you must let us know by
107 (no later than five days prior to the expiration of the predecessor
108 contract or ten days after the date of this letter if the predecessor
109 contract has already expired). If we do not receive your response by
110 the end of business that day, we will not hire you and you will lose
111 your job. We can be reached at (successor contractor phone
112 number).

113 Connecticut state law gives you the following rights:

114 1. You have the right with certain exceptions, to be hired by our
115 company for the first ninety days that we begin to provide services at
116 (address of worksite).

117 2. During this ninety-day period, you cannot be fired without just
118 cause.

119 3. If you believe that you have been fired or laid off in violation of
120 this law, you have the right to sue us and be awarded back pay,
121 attorneys' fees and court costs.

122 From: (Name of successor contractor)

123 (Address of successor contractor)

124 (Telephone number of successor contractor)

125 Each offer of employment shall state the time within which such
126 employee must accept such offer but in no case shall that time be less
127 than ten days from the date of the offer of employment.

128 (5) If at any time a successor contractor determines that fewer
129 employees are required to perform the successor service contract than
130 were required by the terminated contractor, the successor contractor
131 shall be required to retain such employees by seniority within each job
132 classification, based upon the employees' total length of service at the
133 affected site or sites.

134 (6) During such one-year period, the successor contractor shall
135 maintain a preferential hiring list of employees eligible for retention
136 pursuant to subdivision (4) of this subsection, who were not initially
137 retained by the successor contractor, from which the successor
138 contractor shall hire additional employees, if necessary.

139 (7) Except as provided under subdivision (5) of this subsection,
140 during such one-year period, the successor contractor shall not
141 discharge without just cause an employee retained pursuant to this
142 section. For purposes of this subdivision, "just cause" shall be
143 determined solely by the performance or conduct of the particular
144 employee.

145 (8) If the performance of an employee retained pursuant to this
146 section is satisfactory during the one-year period, the successor
147 contractor shall offer the employee continued employment under the
148 terms and conditions established by the successor contractor, or as
149 required by law.

150 (c) (1) An employee displaced or terminated in violation of this
151 section may bring an action in Superior Court against the awarding
152 authority, the terminated contractor or the successor contractor, jointly
153 or severally, to recover damages for any violation of the obligations
154 imposed under this section.

155 (2) If the employee prevails in such action, the court may award the
156 employee (A) back pay, including the value of benefits, for each day
157 during which the violation continues, that shall be calculated at a rate
158 of compensation not less than the higher of (i) the average regular rate
159 of pay received by the employee during the last year of employment in
160 the same job occupation classification, or, if the employee has been
161 employed for less than one year, the average rate of pay for the
162 employee's entire employment multiplied by the average number of
163 hours worked per day over the last four months of employment
164 preceding the date of the violation, or (ii) the final regular rate of pay
165 received by the employee at the date of termination multiplied by the

166 average number of hours worked per day over the last four months,
167 and (B) reinstatement to the employee's former position at not less
168 than the most recent rate of compensation received by the employee,
169 including the value of any benefits.

170 (3) If the employee prevails in such action, the court shall award the
171 employee reasonable attorney fees and costs.

172 (4) Nothing in this subsection shall be construed to limit an
173 employee's right to bring a common law cause of action for wrongful
174 termination against the awarding authority, the terminated contractor
175 or the successor contractor.

176 (d) Any awarding authority or contractor who knowingly violates
177 the provisions of this section shall pay a penalty not to exceed one
178 hundred dollars per employee for each day the violation continues.

This act shall take effect as follows:	
Section 1	<i>October 1, 2002</i>

Statement of Purpose:

To offer greater protection to workers at Bradley International Airport who are displaced or terminated when service contracts are terminated.

[Proposed deletions are enclosed in brackets. Proposed additions are indicated by underline, except that when the entire text of a bill or resolution or a section of a bill or resolution is new, it is not underlined.]